

OGC Comments, 5-11-15

### **Peterson's Contract**

Agreement made May 19, 2015, between The Edge in College Preparation, LLC ("Author"), a New York limited-liability company having its principal place of business at 8 Jerome Drive, Glen Cove, New York, 11542 and Peterson's Nelnet, LLC ("Publisher"), a Nebraska limited-liability company having its principal place of business at 121 S. 13<sup>th</sup> Street, Lincoln, Nebraska, 68508.

#### **Preamble**

Your responsibilities as the Author and ours as the Publisher are specified in this Agreement. In this endeavor we have obligations to you, to our customers, and to our own standards of publishing, and you have obligations to us, to our customers, and to yourself. How well we both fulfill our obligations will determine our success, which we hope will extend through many editions and future projects.

#### **1. The Work**

The Author will deliver to the Publisher a work (the "Work") tentatively titled Peterson's ACT 2016, with a text manuscript containing the equivalent of at least 550 book pages, in compliance with Exhibits A and B.

#### **2. Delivery of Manuscript**

The Author agrees to deliver to the Publisher a complete manuscript in a form ready for review in batches as specified in Exhibit C, time being "of the essence" in order to meet printing and other obligations. Along with the manuscript, the Author shall deliver to the Publisher any permissions from third parties required under paragraph 13 hereof.

#### **3. Grant of Rights**

The Author hereby assigns to the Publisher the copyright and all the exclusive rights comprised in the copyright in the Work and all revisions thereof, including, but not limited to, the exclusive right to publish, reproduce, display, and distribute the Work and all components thereof (including but not limited to the title) and to prepare, publish, reproduce, display, and distribute derivative works based thereon and other versions or translations of the Work, in any language throughout the world, in all media of expression now known or as developed in the future and to license or permit others to do so, during the term of the copyright. Copyright in the Work will be registered in the Publisher's name or any other name it designates in any and all countries. The terms of this paragraph also will apply to all materials prepared by the Author as ancillaries or derivatives to this Work, irrespective of whether such ancillaries or derivatives are requested by the Publisher. All ancillary or derivative material related to this Work and prepared by or on behalf of the Author shall be submitted to Publisher for its review and approval in writing prior to dissemination, publication, reproduction, display or other distribution. The publisher shall, in addition, to all other rights granted herein, own all exclusive rights to prepare, publish, reproduce, display and distribute the content

comprising the Work, derivatives of the Work, ancillary works, adaptations, revisions, future versions or subsequent series of works related to the Work, and future or additional works using the same title as the Work, irrespective of who authors such works.

As a copyright owner of the Work, the Publisher may itself or permit others to, without limitation, in all media formats, publish, make mechanical, electronic, eBook/ePub, mobile application, or software renditions and recordings, publish book club and microfilm editions, make translations and other versions, show by motion pictures, television, cable or syndicate, quote and otherwise utilize the Work and material based on the Work, and may authorize the use of the Author's name in connection therewith.

Without limiting the generality of the foregoing, the Publisher shall have the sole and exclusive right to utilize all electronic rights (as hereinafter defined) and rights in all other media, in the Work. "Electronic rights" means the right to use or adapt the Work, or any portion thereof, as a basis for photographic, video, audio, digital, eBook/ePub, or mobile application, or any other form or method of copying, recording, or transmission, now known or hereafter devised.

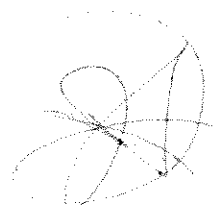
Notwithstanding the foregoing, Publisher hereby grants to Author a non-exclusive, perpetual, irrevocable, worldwide, royalty free, non-transferrable license to utilize the Work, material based on the Work (only to the extent the same is created solely by Author) and ancillary or derivative material related to the Work (only to the extent the same is created solely by Author) in one or more courses, limited exclusively to online courses (and for no other publication or purpose of any nature whatsoever), to be marketed and distributed through Author's company, *The Edge In College Prep* or other entities or properties owned or controlled by the Author; provided, that, each registered participant in such course(s) shall be required as part of such registration to purchase one copy of the Work, inventory permitting. If, however, Publisher desires to collaborate with Author in the creation and distribution of such online course(s), Publisher and Author shall negotiate in good faith with respect to the terms and conditions of such collaboration and upon mutual agreement of such terms and conditions, Author shall waive Author's rights under the foregoing license.

#### **4. Payments to the Author**

Publisher shall pay compensation to the Author, either on a royalty basis (in which case the box below in paragraph (a) will be checked), or on a contract fee basis (in which case the box below in paragraph (b) will be checked).

(a) ☐ By checking this box, the parties agree that compensation of Author shall be on a royalty basis as further described below in this paragraph 4(a), in which case paragraph 4(b) hereof shall be inapplicable.

Subject to the provisions hereof, Publisher shall make a one-time advance against royalties to the Author of <\$00.000> payable as follows:



\$0.000 within thirty (30) business days of execution of this Agreement;  
\$0.000 within thirty (30) business days of acceptance of the first half of the manuscript according to the schedule in Exhibit C (comprising 000 pages);  
\$0.000 within thirty (30) business days of acceptance of the completed manuscript according to the schedule in Exhibit C (comprising 000 pages).

Such advance, and any amounts due to Publisher from Author (under this Agreement or otherwise), shall be credited against the royalties payable to Author and shall be recouped by Publisher before the payment to Author of any royalties.

Publisher shall pay the Author royalties based upon Net Sales of the Work, "Net Sales" defined as the cash amounts in U.S. dollars actually received by the Publisher from the sale or distribution of the Work less a reasonable reserve for such items not to exceed 15% of Net Sales. Publisher shall pay the following aggregate royalties on sales by Publisher of copies of the Work:

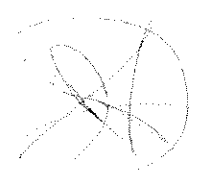
(i) On copies sold through normal retail channels as hard cover/trade paperback/reprints/eBook/ePub, and all copies sold to or through mobile app publishers or online providers to libraries (including, but not limited to, Overdrive and Cengage): (i) 10.0% of net sales.

(ii) Notwithstanding the foregoing, if copies of the Work in printed book form are sold or used at seminars or lectures based on the Work and sponsored by Publisher, Author's per-copy royalty shall be equal to the then-highest print edition royalty (determined by applying the then-applicable royalty rate as defined in section 4(a)(i) above).

(iii) If, after twelve (12) months from the initial publication of the Work in a particular form, in the sole opinion of Publisher the sales potential of the Work in that form no longer warrants its continued production, Publisher or its licensee may sell, at discounts, at Publisher's discretion all or part of the existing stock thereof ("Remainder") in bulk lots. In such event, Publisher shall pay to Author a royalty of 5% of Net Sales, except that no royalty shall be payable on any copies sold at or below cost, on any copies sold to the Author, or with respect to Ebook-ePub, mobile applications or other downloadable electronic formats, and in no event shall such royalty be greater than the amount by which proceeds of such sale exceed the cost of manufacture;

(iv) Nothing in this Agreement requires Publisher or its licensee to pay royalties on the presentation of the Work at trade shows, for promotional or publicity purposes, including use on the Internet or other public networks, for reviews, as samples or under other similar circumstances that do not generate revenues;

(v) No royalty shall be payable on copies of the Work damaged or destroyed;

A handwritten signature or set of initials, possibly "JD", written in dark ink. The signature is stylized and appears to be a personal mark.

(vi) If any sale or license of rights of the Work hereunder includes materials the proprietor of which is not the Author, any amounts payable to such proprietor for permissions granted by such proprietor shall be deducted from Author's royalties;

(vii) Publisher may license others free of charge to publish the Work in Braille or other large-print formats for the visually handicapped, or in recorded form for use solely by the handicapped:

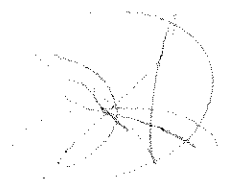
(viii) If the Work or portion thereof is combined or integrated with any data, information, material or other subject matter of Publisher or a third party (such as, but not limited to, Anthologies or Collections of Data), whether relating to the same or a different subject as the Work, the royalty set forth above shall apply only to the Work or portion thereof (or portion of any Derivative Work) prepared by Author, and not to such other data, information, material or other subject matter. Publisher shall have the right in its reasonable discretion to determine the allocation of Net Sales attributable to the Work or portion thereof.

(ix) On the sales of any other products not referenced above, the Publisher shall pay the Author a royalty of 10% of the net cash received by the Publisher from such use by the Publisher or, in the case of licensing agreements, 50% of the net cash received by the Publisher from such use by another party under license from the Publisher (it being understood that an Affiliate shall be deemed to be "another party" for purposes of this Clause). The Publisher may authorize use by others without compensation to the Author, the Publisher or an Affiliate if, in the Publisher's judgment, such use may benefit the Work.

(b) ☒ By checking this box, the parties agree that compensation of Author shall be on a non-royalty basis as further described below in this paragraph 4(b), in which cases paragraph 4(a), 5 hereof shall be inapplicable.

(i) As full compensation for the timely, complete and satisfactory performance of services and assignment of all rights in and to the Work by Author, Peterson's shall pay Author (A) \$60,000 within ten (10) days after execution of this Agreement by each party, and (B) \$60,000 within 10 days of acceptance of content in the third batch due 09/01/2015, (C) \$60,000 upon final written acceptance by Peterson's of the Work.

(ii) If the blanks in the preceding sentence in paragraph 4(b)(i) are left blank but the box in paragraph 4(b) is checked, then Peterson's shall compensate Author on a time material basis as follows: Peterson's shall pay Author at the rate of \$\_\_\_ per hour for all services performed/deliverables accepted by Peterson's. Peterson's shall not be responsible for hours expended with respect to either unacceptable deliverables (unless such deliverables are subsequently accepted) or correcting unacceptable deliverables. Author shall submit invoices on a monthly basis for work performed for the previous month, in sufficient detail to permit Peterson's to verify the payment to be made.



(c) Author shall be responsible for all expenses involved in the performance of the services and in the preparation of the Work by Author, including without limitation all amounts due to persons supervised, employed, and/or contracted for by Author, as may be permitted hereunder.

## **5. Reports, Payments**

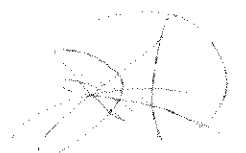
The Publisher shall render semi-annual reports of the Net Sales during April and October each year, covering the six (6) month period ending the prior December 31 and June 30, respectively, and at the time of rendering such statements shall make settlement for any balance shown to be due. Statements shall be final and binding upon the Author unless objected to in writing setting forth with specificity all objections and the basis for such objections within three (3) months after the date of the statement. Author shall have the right to inspect Publisher's records concerning this work at Publisher's place of business upon reasonable prior written notice to Publisher from Author. Such inspection shall be performed at Author's cost during Publisher's regular business hours and shall not disrupt Publisher's business or operations. Payments and reports will be distributed to Author as indicated in Paragraph 17.

## **6. Publishing**

The Publisher's acceptance of the Work (and any ancillary or derivative of the Work) for publication will be determined by the Publisher at its sole discretion on the basis of matters including: market conditions, the physical condition of the Work (including, without limitation, length), the timely delivery of the Work (according to schedules established herein), and the Publisher's evaluation of the Work, including but not limited to periodic analyses of the Work by reviewers who in the Publisher's judgment are in a position to determine the quality and marketability of the Work. The Work will not be deemed accepted by the Publisher until either the Author is notified in writing by the Publisher, or the Work is published. In the event the Publisher shall go bankrupt, and in accordance to prevailing bankruptcy law, all rights transferred to the Publisher by this Agreement shall immediately revert to the Author. Obligation to publish: If the Work is not published within 24 months of submission of manuscript, and Publisher does not respond to two queries submitted by certified mail, then the Author shall be deemed to have all rights returned to Author and shall be entitled to retain all advances and payments.

## **7. Content of Files**

The Author will supply with the complete manuscript, preface and/or foreword (if any), and table of contents. See Exhibit B for an outline of what should be submitted in the manuscript. The Author will supply complete descriptions of and specifications for photographs, if any. An amount equal to all costs incurred by the Publisher for researching and acquiring rights for photographs will be withheld by the Publisher from the Author's royalties. The Author is responsible for submitting final copy of all captions for photographs. The Author also will supply all illustrations, charts, diagrams, artwork,





and forms (if any), properly prepared for professional rendering and acceptable to the Publisher. An amount equal to all costs incurred by the Publisher for furnishing, preparing, and rendering final reproduction copy of illustrations, charts, diagrams, artwork, and forms will be withheld by the Publisher from the Author's royalties. The Author will supply, when requested by the Publisher, an index and/or a bibliography. If the Author wishes the Publisher to arrange preparation of the index and/or bibliography, the Publisher will do so and deduct the cost from the Author's royalties.

## **8. Submission and Form of Manuscript**

When submitting batches of manuscript or complete manuscripts, whether in a form ready for review or in final form ready for editing, the Author will deliver an electronic manuscript in accordance with Publisher's written publication guidelines (see Author guidelines, Exhibit A). The Author will retain a copy of all hardcopy manuscripts and electronic files delivered to the Publisher. If the Publisher rekeys all or part of the manuscript to put it in the form required by this Agreement or if the compositor charges a penalty because the manuscript is not in proper form for use as copy by the compositor, the cost of rekeying or the penalty will be charged against the Author's royalties. In the event the manuscript is not delivered on schedule (on or before the dates set forth in Exhibit C), or if the manuscript delivered is not satisfactory to the Publisher at its sole discretion, the Publisher may at its option and at its sole discretion terminate this Agreement by notice in writing mailed to the Author's last known address, in which case Author shall be assigned all rights to created by Author for the manuscript. In the event of such termination, the Author may not have the Work published elsewhere unless and until this Agreement has been terminated. If the Author agrees to finish, correct, or improve the Work and if the revised version of the Work, once delivered, is not satisfactory to the Publisher at its sole discretion (or if the Author is unwilling to make further changes), the Publisher may avail itself of the remedies set forth in this paragraph 8.

## **9. Ancillary Material**

To aid in the promotion of the book, when requested and given reasonable lead time, the Author will, at Publisher's reasonable request, provide content for, or act as a consultant in connection with the development of Web pages, advertisements, or other electronic advertising banners conforming to Publisher's standards in support of the Work.

Ancillary/promotional materials may be prepared by a person or persons selected by the Publisher in its sole discretion. The Publisher shall have the right to retain a third party to prepare ancillary materials, and no royalty or other compensation attributable in part or in whole to ancillary promotional materials prepared by a third party shall be due the Author.



## **10. Proofreading Corrections**

The Author will read, correct, and promptly return proof to the Publisher (refer to Exhibit C for production schedule). The Author will be responsible for the completeness and accuracy of the Author's corrections and all content of the proof. The Author agrees to minimize discretionary alterations to proof; and, furthermore, should the costs of corrections and alterations that the Author makes in proof exceed 10% of the cost of composition, the Author will bear the excess, and this excess will be deducted from the Author's royalties. Such charges will not include printer's errors but shall include all changes the Author makes after the Author has approved the final edited files and the final illustrations and artwork. If the Author does not return proof within the schedule the Publisher establishes in Exhibit C and if, in the Publisher's opinion, the delay endangers the Work's publication date, the Publisher may proceed without the Author's corrections, and any costs associated with errors discovered thereafter which result in the Publisher reprinting or giving returns or refunds, will be deducted from the Author's royalties.

## **11. Care of Files**

The Publisher agrees to take the same care of any manuscript, non-print components, illustrations, or other materials the Author delivers that it would take of its own property, but the Publisher will not be liable for damages, if any, resulting from the loss or destruction of such material. The Publisher may dispose of the original files of the Work, proofs of the Work, and non-print components of the Work after publication.

## **12. Author's Warranties**

The Author warrants that the Author is the sole creator and owner of this Work, without any underlying license or restriction on use (other than provided in paragraph 13 hereof), and has full power and authority to assign the copyright to the Work and to make this Agreement; that this Work is original to the Author (other than provided in paragraph 13 hereof); that the Author has not previously entered into a contract involving this Work, nor has the Author assigned, transferred, mortgaged, or otherwise encumbered it or the copyright to it; that the Work does not infringe any copyright, violate any proprietary or privacy right, or contain any scandalous, libelous, or unlawful matter; and that no formula or instruction contained in the Work is injurious to any person or property. The Author will defend, indemnify, and hold the Publisher harmless against all claims, demands, suits, losses, costs, damages, and expenses, including reasonable attorney's fees, that the Publisher may sustain or incur by reason of any breach or alleged breach of the aforesaid representations and warranties unless such claim, demand or suit is solely the result of (i) the negligence or willful misconduct of the Publisher, (ii) the Publisher's editing decisions made pursuant to Section 14, (iii) the actions of persons other than Author, who are engaged solely by Publisher to revise the Work pursuant to Section 16, or (iv) the Publisher's combination or compilation of the Work with any other works or third party content, and until such claim, demand, or suit has been settled, adjudicated, or otherwise disposed, the Publisher may withhold any sums due the Author under this Agreement as security for the Author's obligations; provided, however, that the Publisher's right to

indemnity hereunder shall be reduced to the extent the Publisher recovers insurance proceeds with respect to any such claims, demands, suits, losses, costs, damages, and expenses. These warranties and indemnities will survive in the event this Agreement is terminated and will extend to any successors, licensees, distributors, and assigns of the Publisher. In the event of any claim, demand, or suit based on an alleged breach of any of the Author's warranties hereunder, the Publisher will have the right to defend the same through counsel of the Publisher's choosing. The Publisher may, after consultation with the Author, settle any such claim, demand, or suit on terms the Publisher deems advisable. The Author may participate in the defense of the action at the Author's cost and with counsel of the Author's choosing. The Publisher will notify the Author promptly of any such claim, demand, or suit, and the Author will cooperate fully in the defense thereof, provided, however, that any failure to notify the Author shall not excuse the Author from its indemnification obligations hereunder, except to the extent such failure prejudices the rights of Author and results in damages to the Author.

### **13. Copyrighted Material**

The Author may, as permitted by the Publisher in advance, include certain textual, graphic, photographic, or other materials in the files that are protected by copyright or proprietary rights of third parties. The Author represents and warrants to the Publisher that the Author has obtained written permissions at the Author's expense for all such matter contained in the manuscript and the Author agrees to provide copies of all written permissions to the Publisher at or before the submission of the manuscript to the Publisher. The Publisher shall not be responsible for payment of any of the fees for such permissions or for obtaining them.

### **14. Editing and Determinations**

Without attempting to define or limit any other rights it may have under this Agreement, the Publisher expressly reserves the right a) to edit the Work or any revision of it; b) to assess the manufacturing costs for the Work and the size of its market, and decide the number of copies that can be printed economically; c) to publish the Work in one or several volumes, and in such format as the Publisher deems best suited to the sale of the Work; d) to fix or alter the title and prices at which the Work shall be sold; e) to determine the method and means of marketing the Work, the number and destination of free copies, and all other publishing details, the date of publishing, the form, style, size, type of paper used, and like details; f) to keep the Work in print only as long as it deems expedient; and g) to decide how long files shall be preserved, when they shall be destroyed, and if and when reprints shall be made.

### **15. Author's Copies**

The Publisher shall provide a one-time allocation for the Author's personal use ten (10) free copies of the finished Work when it is published. The Author may purchase for any purpose additional copies at a discount of 50% from the suggested retail price, inventory permitting. Each order, free of royalties to author, must be a minimum of 100 copies.



**16. Reserved**

**17. Address**

Changes of address shall be provided by Author to Publisher via certified mail.

**Author's Address of record:**

The Edge in College Preparation, LLC  
28 W 38<sup>th</sup> Street  
#2E  
New York, NY 10018

**18. Reserved**

**19. Reserved**

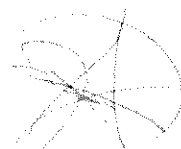
**20. Reserved**

**21. Competing Work**

The Author brings expertise to this Work based upon experience as a professional involved in the profession of providing advice and training regarding test preparation. This agreement is not intended to interfere with Author's rights to continue in the profession and, in fact, it is to Publisher's advantage for Author to continue to advance and achieve in Author's profession. Author's right to participate in the business of providing advice and training regarding test preparation, shall not be infringed by this agreement.

The Author agrees that during the term of this Agreement he or she will not, without the prior written consent of the Publisher, participate in the preparation or publication of, or be otherwise interested in or connected with, or allow his or her name to be used in connection with any work in the same subject that may, in the Publisher's judgment, conflict or compete with the sale of this Work. It is expressly acknowledged and agreed that Author's continued ownership and operation of *The Edge in College Prep* and *Admittedly* in the manner currently operated shall not be deemed to be conflict or compete with the sale of the Work.

The Author may, however, after publication of the Work, draw on and refer to limited amounts of material contained in the Work (as long as the content is not verbatim) in preparing articles for publication in scholarly and professional journals, and papers for delivery at professional meetings, provided that no portions of the Work shall appear in any other publication or work, and any use by Author shall be submitted to Publisher for review prior written approval before any portion is used in any manner; if the Publisher

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fails to respond to the Author's written request, then the request shall be deemed to be authorized.

## 22. Changes, Assignments, Waivers

This Agreement constitutes the complete understanding of the parties and no waiver or modification of any provision shall be valid unless in a written addendum signed by the Author and an officer of the Publisher. The Author may not assign this Agreement, the Author's rights or obligations hereunder, or the Author's royalties without the Publisher's prior written consent. The waiver of a breach or a default under any provision hereof shall not be deemed a waiver of any subsequent breach or default.


## 23. Choice of Law

This Agreement shall be construed and governed according to the laws of the State of Nebraska and shall be binding upon the parties hereto, their heirs and personal representatives, and permitted successors and assigns. Should any legal proceeding related to this Agreement be brought by any party other than the Publisher, such proceeding may be brought only in the state where the Publisher then maintains its principal place of business.

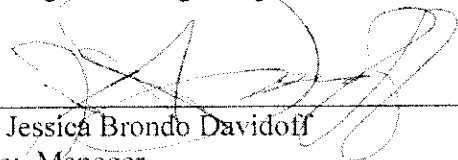
## 24. Complete Agreement

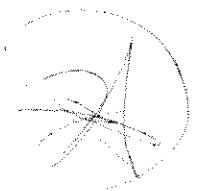
Paragraphs 1-24 of this Agreement, together with any exhibits and addenda, form the whole of the Agreement between the parties, and there are no representations, warranties, or conditions except as therein set out.

Peterson's Nelnet, LLC

 Date 5-22-15  
Elizabeth Shelton  
NES Controller

Signature of Author:  
The Edge in College Preparation, LLC

 Date 5/21/15  
By: Jessica Brondo Davidoff  
Title: Manager



Copyright Information

We need the following data to complete the copyright registration for the Work. (Please print or type.)

A. Has the copyright in the Author's work, or any part of it (exclusive of reprinted passages, or in the case of anthologies, reprinted selections), ever been registered with the copyright office? \_\_\_\_\_

If so, when? \_\_\_\_\_

By whom? \_\_\_\_\_

Under what title? \_\_\_\_\_

Under what registration number? \_\_\_\_\_

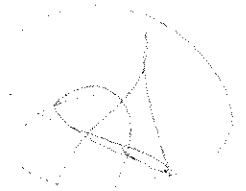
B. Has the copyright in the Author's Work, or any part of it (exclusive of reprinted passages, or in the case of anthologies, reprinted selections), ever been assigned or licensed to another party? \_\_\_\_\_

If so, when? \_\_\_\_\_

To whom? \_\_\_\_\_

Under what title? (If previous certificates of registration, assignment, or license exist, they should accompany this information, or be sent as soon as possible.) \_\_\_\_\_

C. Has any of the original material in the Author's Work been created by others? (Examples: bibliographies, test questions, problems, illustrations, photographs, etc., contributed by students or colleagues). If so, written agreements should accompany this information, or be sent as soon as possible. \_\_\_\_\_



## EXHIBIT A

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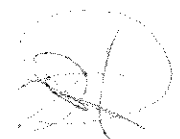
### AUTHOR/VENDOR SERVICE AGREEMENT--(updated 8.23.11)

#### OVERVIEW

To grow in the marketplace as an authority in test preparation and career guidance, we must provide error-free products. In order for our products to be successful, the manuscripts must be planned carefully. It is important to remember the consumer/audience to whom we intend to sell our products. It is equally important that the manuscripts be delivered in a timely manner, having been carefully edited for content.

#### GENERAL INFORMATION

- ❑ Accurate estimation of length is crucial. The contract specifies a length in number of pages. It is important to keep total page length in mind. It is recommended that you submit a sample chapter.
- ❑ Follow *The Chicago Manual of Style* as your general guide to punctuation, capitalization, long quotes, use of italics, etc.
- ❑ It is important that the readability level of the text is appropriate for the targeted consumer. There are a number of readability formulas that are available for use. The easiest to use is Fry's readability graph. Fry's graph determines word difficulty as a product of the number of symbols in words. For example, a reading suitable for American eighth-grade readers would have about 8 sentences per 100 words, and the words would be divided into about 122 syllables.  
Microsoft word also displays information about the reading level of a document, using the Flesch and the Flesch-Kincaid formulas. For test prep, this is a crucial component of the manuscript delivery process. Be sure to include the readability level at the end of each passage or text.
- ❑ Permissions acquisitions are the responsibility of the author. It is extremely important to begin work on permissions as soon as possible.
- ❑ Include all front and back matter by the deadline date. Front matter always includes title page with author/editor name and other credits as you want them to appear, and it also includes a Table of Contents. Other front matter you may need includes a dedication, a list of illustrations and/or tables, a foreword, preface, acknowledgments, and an introduction. Back matter consists of appendixes, notes, glossary, and a bibliography. (For test-prep, see FRONT MATTER under **INSTRUCTIONS FOR PREPARING MANUSCRIPT FILES.**)



- ❑ Provide a complete inventory of missing materials if any text, graphics, or other material could not be submitted with the final manuscript. For each item, provide the date it will be supplied.
- ❑ Be sure that all manuscript text from different sources is crafted and reflects one voice.
- ❑ Exercise sections and Answer Key and Explanation sections should begin on their own page.
- ❑ Directions must be consistent from test to test. Directions should be written as **Directions:** (with instructions following) and should be bold. There should be a note to Composition/Production to put the Directions in a shaded box.
- ❑ All notes to Composition /Production should be in RED, bolded font and begin and end with double<< >> or single guillemets < >. Most important is the bold red, as it makes the composition directions stand out.
- ❑ TIPS, NOTES, and ALERTS! should appear as a Composition/Production note and be placed as close as possible to the information in the text they are referring to

## INSTRUCTIONS FOR PREPARING MANUSCRIPT FILES

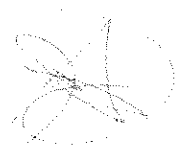
- ❑ **PROGRAMS:** Use the most current version of your word processing program (Microsoft Word for Windows or Mac).
- ❑ Text should appear in Times 10pt. font, with Headings 1, 2, 3, etc. following Peterson's style guidelines.
- ❑ **STYLES:** Create "styles" and use them consistently throughout the manuscript for head levels, paragraph types, etc. We prefer that you use the template attached when preparing your Word documents.
  - ❑ In test-prep books, the style for the explanatory answers is as follows:

**The correct answer is ( ).** This is to be in boldface and precede all answers.
  - ❑ Also, in test-prep books, when referring to answer choices, the word choice should be used. For example:

Therefore, the correct answer must be choice (A). – Correct style

Therefore, the correct answer must be (A). – Incorrect style
  - ❑ All answer choices must be set up consistently using cap letters with parentheses.

For example: 13. Beaver : Dam ::  
(A) termite : mound





- (B) mare : foul
- (C) woodchuck : groundhog
- (D) bee : honey
- (E) pelican : pouch

The style for Quick Score Answers is:

- 1. A
- 2. C
- 3. E

Bold face and parens are not used in Quick Score Answers.

- ❑ **TRACKING:** If you use any revision or editorial tracking feature (such as Word's "Track Changes" commands), be sure that the document you submit has been finalized, i.e. all changes have been accepted or rejected and the file contains only one version of the document.
- ❑ **FORMATTING:** Be aware that most of your formatting commands will be discarded during conversion (especially if you use any kerning, spacing, or positioning commands). Too many extra returns, spaces, and tabs can interfere with the conversion making the file difficult to use.
- ❑ **RETURNS:** Do not use hard or soft returns to end a line early. Use hard returns only to end a heading or paragraph and begin a new one. One extra return between paragraphs is preferred, but if you use a tab or spaces to indicate a new paragraph, be consistent throughout the file.
- ❑ **CAPITALS:** Capital letters should not be used for headings. Type them in upper and lowercase letters. You can have the "style" put the heading in all caps but don't type them that way.
- ❑ **ELLIPSES:** The correct keying of ellipses is with spaces between the periods. For example:  
Now is . . . for all. . . .
- ❑ **MATH:** If your manuscript contains MATH: please use MathType (see instructions for MATH, on the next page). Microsoft Word 2007 has an equation editor which is acceptable to use also.
- ❑ To produce in-line math--small equations or single characters that appear within a line of text--equation editor or MathType are not necessary.
- ❑ **FRONT MATTER:** Front matter must be submitted for each manuscript. Front matter manuscript includes: title page, copyright page, TOC, Before You Begin (why you should use this book/how this book is organized --this should include summaries of each PART of the book including the Appendixes), How to use this book (explanations of Special Features: Tips/Notes/Alerts!) Top 10 Ways to Raise Your Score.
- ❑ **CHAPTER OVERVIEW/SUMMARIES:** Chapter overviews and chapter summaries must be submitted for each chapter. Overviews should be a bulleted list of all of the primary headings in a chapter (heading 1). Summaries should be a bulleted list of essential information.
- ❑ **DELIVERABLES:** Supply printed manuscripts and electronic files (1 file per chapter and all graphic images used). NOTE: If you use any revision or



editorial tracking features make sure that the document you submit has been finalized.

- ❑ **GRAPHICS:** DO NOT put file names in the graphic. Graphics should contain the graphic only with no additional white space surrounding the graphic. Graphics should be sized appropriately to fit the column width. We prefer to have the graphics placed in the Word document with a caption underneath containing the filename (ie, [filename = filename.eps]. Submit all original graphics separately.
- ❑ **FILE NAMES:** Keep file names simple. DO NOT use spaces or punctuation in file names—only alpha, numerals, underbars, and hyphens are allowed in file names. Use chap1, part1, toc (table of contents), etc. Illegal file name characters:

[	]	(	)	{	}	<	>	/	\
:	~	!	@	#	\$	%	^	&	*
+	`	,	?	;	'	"			

## TABLES

- ❑ **Use the Word table feature or type text using only one tab between columns to create your tables.**
- ❑ **TABS:** Do not use more tabs than there are columns in your tables. Only one tab should be used to separate the data in each column; multiple spaces and tabs should not be used for this purpose.
- ❑ Never put hard returns in table cells.
- ❑ **CHARTS:** Import charts, graphics, photos into your document followed by a caption indicating the filename, and include the files separately (in a zipped file or CD) (see instructions for GRAPHICS below).

## GRAPHICS

- ❑ **FILE NAMES:** All images should be saved as either EPS or TIFF files. Use simple filenames with appropriate extensions (filename.eps or filename.tif). DO NOT use spaces or punctuation in file names—only alpha, numerals, underbars, and hyphens are allowed in file names. Illegal file name characters:

[	]	(	)	{	}	<	>	/	\
:	~	!	@	#	\$	%	^	&	*
+	`	,	?	;	'	"			

- ❑ **SCANNING:** Scanning for line art and photos should be done at a minimum resolution of 266 dpi and saved as EPS or TIFF files. If scanning artwork with shading and fine detail, a minimum resolution of 1200 dpi is preferred.
- ❑ **EPS FILES:** Artwork created in Adobe Illustrator or another graphics application should be saved as EPS files:
  - ❑ fonts must be downloaded in each file or type outlined

NOTE: We prefer line-art GRAPHICS be created in Adobe Illustrator and saved as EPS files. Then we will have vector graphics that can be resized up and down, compared to raster images like TIFF which cannot be sized up, only down. Photos are generally in the TIFF format and line art in EPS. So EPS will give us the best quality for print.

- ❑ **RULE WEIGHT:** Rule weight should be .5 pt. or higher. Never use hairline rules. Screens should be no lower than 10%.
- ❑ **PERMISSIONS:** Permissions must be obtained for any art, tables, photos, charts, maps, etc.

#### SPECIAL INSTRUCTIONS FOR MATHEMATICAL AND OTHER NON-ASCII SYMBOLS

- ❑ Use MathType or the equation feature included in Microsoft Word 2007. We will supply you with a template to use with MathType. Use one of these equation editors ONLY when you have fractions or radicals and such in the equation (example:  $x + \frac{1}{2} = y$ , keeping the whole equation as one unit). The equation:  $x + y = 2$  should NOT be created using MathType or the equation feature in Word.
- ❑ Make use of all the features available to align all relational signs within an equation. Example:

$$\begin{array}{r} x + y = xy \\ 5 = 55 \\ = 5 \end{array}$$

Use the matrix feature when displaying arithmetic problems. Example:

$$\begin{array}{r} 2,345 \\ + 222 \\ \hline 2,567 \end{array}$$

Useful tips on how to use MathType can be found on the Internet at

<http://www.mathtype.com>

- ❑ Handwritten equations are not acceptable.
- ❑ All variables in math books must be italicized, Greek characters are not to be italicized. Do not use MathType to produce a variable alone in text; italicize the character that is a variable using the italic type style.

**IMPORTANT!! USE TIMES NEW ROMAN FONT FOR MATH SIGNS:**

multiplication, division, all Greek symbols, and others when typed in text paragraphs. Go to "Insert / Symbol /" and change font to Times New Roman, to create the following special characters:

$\alpha \beta \theta \gamma \Omega \ell \Delta \neq \leq \geq \cap = + \pm \times \div - \text{---} \pi \mu \lambda \omega$

- ❑ When typing these characters in MathType, you must use the Math Style, not Text or Other. Familiarize yourself with the symbol templates used in MathType and select your symbols from those templates when producing an equation.

#### PERMISSIONS

- ❑ When quoting from or reproducing copyrighted materials, you must obtain permission from copyright holders if your use exceeds the boundaries of "fair use." These boundaries are discussed in *The Chicago Manual of Style*. Factors include the length of a quote relative to the length of the whole work, the nature of the work, and the nature and purpose of your work.
- ❑ Generally (but with exceptions), a sentence or two from a chapter-length prose text would be fair use, as would an extract up to 300 words from a book-length prose text. However, since authors are responsible for abiding by copyright law, they must familiarize themselves with recent guidelines on fair use of print, graphic, and electronic materials.
- ❑ Permission need not be obtained for works in the public domain. Such works include federal and state government publications and works older than 75 years. However, works in the public domain may still need to be cited in a credit page, which is the responsibility of the author.
- ❑ In permission requests, you must briefly identify your work and its audience, provide complete information on the material requested, and allow time (often 2 to 3 months) for copyright holders to process your request. Follow up every three weeks or so after the first month of your submission.

## STYLES TEMPLATE

### Part Title

### Chapter Title

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#### Using Word Styles: Heading 1

Use the styles that show in the Quick Style Gallery above. This text is set using the Normal style. Head levels are set with Heading 1, 2, and 3: text is using Normal and you can change character styles *on the fly* using **bold** and *italic*.

1. This is a TYPE THE TAB - NUMBER - PERIOD - TAB now is the time for all good men to come to the aid of the party.
2. for your number list



3. of items using Number List. Don't bold the numbers.  
Back to Normal for next paragraph.

## ***This is Heading 2***

This is Normal style again.

### **Heading 3 Style**

With Normal text following.

- This is a Bullet List. DO NOT TYPE THE BULLET OR THE TAB. This is a Bullet List. DO NOT TYPE THE BULLET OR THE TAB.
- Continue list of bulleted items

Follow with Normal style again.

This is an Extract style that is indented on both sides. This is an extract that is indented on both sides. This is an extract that is indented on both sides. This is an extract that is indented on both sides. This is an extract that is indented on both sides.

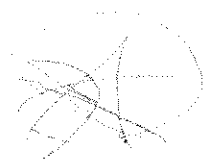
Back to Normal text again.

1. This is the first question. TYPE THE TAB - NUMBER - PERIOD - TAB, but don't bold the numbers.
  - (A) This is choice A. TYPE THE LETTER IN PARENTHESES but don't bold the letter choices.
  - (B) This is choice B
  - (C) This is choice C
  - (D) This is choice D
2. This is the second question.
  - (A) This is choice A
  - (B) This is choice B
  - (C) This is choice C
  - (D) This is choice D

Feel free to create new styles as you need them.

### **TO APPLY THESE STYLES TO YOUR DOCUMENT:**

1. First save this style set by clicking Change Styles / Style Set / Save as Quick Style Set...
2. Call it "Peterson's Word Styles"
3. Now you will be able to choose Peterson's Word Styles for documents you work on by clicking Change Styles / Style Set / Pete





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**EXHIBIT B—STATEMENT OF WORK**

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Publisher hereby engages Jessica Bondo Davidoff to edit/write Master the ACT 2016. of approximately 550 pages. The editor/author accepts such engagement subject to the terms and conditions of this Agreement.

Delivery Dates: You shall complete the Services and/or Work in accordance with the delivery schedule in Exhibit C.

**DESCRIPTION OF WORK TO BE COMPLETED:**



ACT Bid March  
2015.docx

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*[Handwritten signature]*

### EXHIBIT C—PRODUCTION SCHEDULE

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Content	Due date
<b>Front matter:</b> How to Use This Book, The Diagnostic Test and Process, Comprehensive Answer Explanations, Special Study Features, How to Access Tests Online, Strategies to Raise Your Score, TOC	07/01/2015
<b>Part I:</b> All About the ACT: How the ACT is Used for College Admissions, How to Register for the ACT, How Your Scores are Reported, Format of the ACT	07/01/2015
<b>Part II:</b> Diagnosing Strengths and Weaknesses: Diagnostic Test with answer key and explanations	to be provided by Peterson's
<b>Part III:</b> ACT English Test Review	08/03/2015
<b>Part IV:</b> ACT Mathematics Test Review	09/01/2015
<b>Part V:</b> ACT Reading Test Review	10/01/2015



<b>Part VI: Science Test Review</b>	11/02/2015
<b>Part VII: Writing Test (6 Essay Samples)</b>	12/01/2015
<b>Part VIII: Practice Tests</b>	to be provided by Peterson's

A handwritten signature or set of initials, possibly "AD", written in dark ink. The strokes are fluid and somewhat overlapping.